

BRIHANMUMBAI MUNICIPAL CORPORATION
WATER SUPPLY PROJECTS's DEPARTMENT



Tender ID: 2022_MCGM_853932

**Empanelment of Agency for providing Consultancy Services for
Projects in Sector related to Water like Water Supply, Waste Water,
Storm Water Management, River Rejuvenation etc.**

Issued by

CHIEF ENGINEER (WSP)

BRIHANMUMBAI MUNICIPAL CORPORATION,
WORLI ENGINEERING HUB BUILDING,
DR. E. MOSES ROAD, WORLI NAKA, WORLI,
MUMBAI - 400 018

BRIHANMUMBAI MUNICIPAL CORPORATION

WATER SUPPLY PROJECTS

Subject: Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.

Table of Contents

SECTION – I – e -TENDER NOTICE	5
SECTION – II – SPECIAL INSTRUCTIONS TO BIDDERS for e-Tendering.....	11
SECTION – III – INSTRUCTION TO BIDDERS.....	18
SECTION – IV – GENERAL CONDITIONS OF CONTRACT	44
SECTION – V – TERMS OF REFERENCE.....	62
SECTION – VI – TECHNICAL PROPOSALS- STANDARD FORMS.....	73
SECTION – VII – APPENDICES	88

HEADER DATA

Name of Organization	Brihanmumbai Municipal Corporation
Department	Tender floated by Water Supply Projects Department for Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.
Tender Document No	Tender ID : 2022_MCGM_853932
Subject	Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.
Cost of E-Tender	11,092/- (Rs. 9400 + 18% GST).
Bid Security Deposit/ EMD	Rs. 2,00,000 /-
Date of issue and sale of tender	From 28.11.2022 at 4.00 pm to 22.12.2022 upto 12.00pm
Last date & Time for sale of tender	22.12.2022 up to 12.00 pm
Submission of Packet A & B (Online)	22.12.2022 up to 04.00 pm
Pre Bid Meeting	07.12.2022 at 11.30 am in conference room of Ch. Eng. (WSP)
Opening of Packet, A	22.12.2022 after 04.35 pm.
Opening of Packet B	22.12.2022 after 04.40 pm.
Address for communication	Office of- Ch.E. (WSP)'s office BMC, 1 st floor, Engineering Hub Building, Dr. E. Moses Road, Worli Naka, Worli, Mumbai 400018
Contact Officer	Sudhakar Hande Ex. Eng. (WSP) MV-II Rakesh Kapadnis Asst. Eng. (WSP) M&E Shekhar Shinde Asst. Eng. (WSP) MV-II
Telephone (Office)	
Mobile No.	9869113088, 9769110719, 9869031527

Email	eec2civil01.wsp@mcgm.gov.in ae02balkum.wsp@mcgm.gov.in ae02mne.wsp@mcgm.gov.in
Web site	https://mahatenders.gov.in
Venue for opening of bid	Office of- Brihanmumbai Municipal Corporation. Ch.E. (WSP)'s office BMC, 1 st floor, Engineering Hub Building, Dr. E. Moses Road, Worli Naka, Worli, Mumbai 400018

This tender document is not transferable. The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof. Changes if any in the above scheduled dates will be published on the GoM Procurement Portal, i.e. <https://mahatenders.gov.in>.

Sd/-
Chief Engineer
(Water Supply Projects)

SECTION – I – e -TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Water Supply Project

Tender ID : 2022_MCGM_853932

e-TENDER NOTICE

1. The Brihanmumbai Municipal Corporation invites the online e-Tender for **‘Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.’** in two packets. The tender copy can be downloaded from GoM Procurement portal, i.e. www.mahatenders.gov.in
2. **Minimum Qualifying Criteria:**

Brihanmumbai Municipal Corporation intends to empanel eligible Consultants for Projects In Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.

To be eligible to apply for the tendering, the bidder shall have the following capabilities as outlined below:

General Capabilities:

1. The Bidding firm shall be a sole entity incorporated under the Indian Companies Act 1956 / 2013 or a LLP as per applicable act and should submit registration / incorporation under the governing legislation having majority shareholders / partners as Indian Citizen.
2. The Bidding firm shall be in existence for last 10 years (authorized change in name & style shall be considered).
3. The Bidding firm should have at least ten years of working experience in sectors related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc. for Metro cities. The Bidder shall have experience of Preparation Detailed Project Report, Bid Process

Management and Project Management Consultancy services for Government / semi Government / Public sector unit / Local statutory bodies.

4. The Bidding firm shall have valid ISO-9001-2015 Certification on the date of submission of the bids.
5. The Bidding firm shall have an established office in Mumbai Metropolitan Region.
6. The Bidding firm should have valid GST registration and PAN
7. The consultancy firm should have Licensed Water Supply Design Software on their name like, WaterGEMS / SewerGEMS / StormCAD, EPANET, STADPRO, AutoCAD, etc. in the name of the bidding firm or its Directors / Partner.

Financial Capabilities:

- F-1. The Bidding firm in the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) shall have annual average financial turnover of not less than Rs. 50 Crores.
- F-2. The Bidding firm should be a profit-making company in all the last five Financial years.
- F-3. The Bidding firm shall have minimum Net worth of Rs. 5 Cr. as on 31st March 2022. The bidder shall upload copies of financial documents (Audited balance sheets) for last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). The Bidding firm shall upload Provisional Balance Sheets in case financial documents of financial year 2021-22 are not audited till the time of submission of bids. In case the work is awarded to the Bidder the Bidder shall submit the final audited Balance Sheets before signing of the agreement.

Technical Capabilities:

The bidding firm shall have the following technical capabilities in any Indian Metropolitan Coast area / city having similar climatic & geographic terrain for any Government / Semi Government agency in the last 10 years:

- T-1. Preparation of at least One DPR in single contract for Urban Water Supply Project having components of Source Development, Distribution System, Transmission System and Treatment
- T-2. Preparation of DPR, Transaction Advisory Services and PMC of at least one Sewerage project having components of Collection, Conveyance, Treatment and Disposal in a single order of 50 MLD Capacity
- T-3. Preparation of DPR, Transaction Advisory Services and PMC of at least one Tertiary Treatment Project along with its distribution system of 10 MLD Capacity
- T-4. Preparation of DPR, Transaction Advisory Services of at least one Storm Water Project along with Conveyance & Dispersal of Water Bodies
- T-5. Rejuvenation of Water Bodies / Rivers not less than 1 km length.

In case of an International Agency / Bidder the bidders shall be allowed to bid through their Indian subsidiary only and the Principal International Agencies whose experience is being utilized for this project for evaluation shall have to extend the guarantee of performance and financial securities of the Principal International agency only.

The Agency should not be debarred / Blacklisted following the guidelines issued by the Hon. Supreme Court Judgment and the name of agency should not be in the list of debarment published by Government.

- 3. Joint ventures are not permitted. However, wholly owned subsidiary of the foreign company is eligible to bid on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect.

Interested bidder may obtain further information in the office of the -

Office of the Dy. Chief Engineer (WSP) MV-II,
Brihanmumbai Municipal Corporation,
Ground floor, Brihanmumbai Municipal Corporation,

Opp. Octroi Check Post, Balkum Naka, Thane-400608

Telephone No.: Direct: 022-25430533

Shri. Sudhakar Hande, EE(WSP)MV-II i/c. (Mob:9869113088)

Email:dychebalkumcivil01.wsp@mcgm.gov.in / eewspmvd@gmail.com

4. All interested bidder, whether already registered or not registered in MahaTender, are mandated to get registered with MahaTender for e-tendering process, Login Credentials to participate in the online tendering process on the Portal <http://www.mahatenders.gov.in>
5. For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on BMC website. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. BMC has opened a help desk at the address mentioned above to help the tenderers in this regard.
6. e-Tender document price shall be paid through online payment gateway before downloading the tender documents. The e-Tender fee is not refundable.

The tender documents may be downloaded by clicking the links "Folder" in "BMC Documents", which includes the tender documents along with other relevant documents.

7. Submission of Tenders: Bid No.

Name of the Work	Earnest Money Deposit	e-Quotation / e-Tender Document Price per copy	Contract period
Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.	Rs. 2,00,000/-	Rs. 11,092/- (Rs. 9,400 + 18% GST).	5 years

8. Bidders are required to pay the above said EMD online. Payment by Bank cheque, Demand Draft or in any other form will not be accepted. The scanned copy of receipt of online payment of E.M.D. shall be uploaded by the tenderer(s) in Packet 'A'
9. The e-Tenderer(s) should upload scanned digitally signed copy of the original registration certificate to get registered with BMC for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / Submitting the e-tender copy. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets A and B of the e-tenders will be opened in the office of Chief Engineer (WSP) per the time-table shown in the Header Data. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sale of e-Tender starts from	Last Date & Time of Sale	Last Date of e-Tender submission	Opening of packets of e-Tender	
			e-Packet'A'	e-Packet'B'
28.11.2022 at 4.00 pm	22.12.2022 upto 12.00pm	22.12.2022 up to 04.00 pm	22.12.2022 after 04.35 pm.	22.12.2022 after 04.40 pm.

Other details can be seen in e-tender document. The dates and time for submission and opening the e-tenders are as shown in the Header data, if there are any changes in the dates the same will be displayed on the GoM Procurement Portal, i.e. <http://www.mahatenders.gov.in>

Sd/-

Chief Engineer (WSP)

**SECTION – II – SPECIAL INSTRUCTIONS TO BIDDERS for e-
Tendering**

SPECIAL INSTRUCTIONS TO BIDDERS for e-Tendering

1. The e-Tendering process of BMC is enabled through e-tendering portal of GoM i.e., <https://mahatenders.gov.in>
2. All the tender documents are available on website www.mahatenders.gov.in to the bidders.
3. For getting clarity and to know the detailed procedure for registration in the Mahatender portal, for Bid Submission and any other guidelines bidders are requested to follow instructions and manual given in the following link <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=pag>
[e](https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=pag)
4. For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://www.mahatenders.gov.in>. The tenderers must obtain a User Login Id and Password by registering themselves with the same portal.
5. In addition to the normal registration, the tenderer has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
6. For successful registration of DSC on e-Procurement website <http://www.mahatenders.gov.in> the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://www.mahatenders.gov.in> is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm's letterhead and received in time. All such manual offers

shall be considered as invalid offers and shall be rejected summarily without any consideration.

7. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
8. The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
9. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible. Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.
10. It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.
11. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm's letterhead and received in

time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

12. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of <http://www.mahatenders.gov.in>.
 - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
 - c) Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of <http://www.mahatenders.gov.in>.
 - d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the bidder can register his interest to participate. Without Registration one cannot participate in this Bid/Tender. Download all the documents by clicking the links Folder "BMC's Documents", which includes the bid documents along with other relevant information documents.
 - e) Pay EMD as per the instructions given in the Tender Notice and/or Bid Document and scan & upload the receipt of online payment of E.M.D.
 - f) Upload the tender (bid) documents as specified in the Sr. No. 13 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
 - g) The bidder shall download the technical schedules, tender form, deviation schedule & other documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the schedules and upload the same in the folder named "Bidder's Documents".
 - h) Download all the documents uploaded by bidder to verify/ensure that the documents are uploaded properly.
 - i) The technical bid (Packet A & B) shall be submitted online on and before the date and time mentioned for submission of bids. If not uploaded, the bidder will be disqualified from the bidding process.

- j) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
- k) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.
1. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible.

Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.

In case of any difficulties faced while uploading data by the bidder in online process, it should be referred to e-mail ID's given on <http://www.mahatenders.gov.in>, under e-tendering tab.
 2. It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.
 3. Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.
 - (l) The **e-Packet 'A'** shall contain the following-
 - 1) Scanned copy of receipt of online payment of the E.M.D
 - 2) Scanned copy of Valid Registration Certificate (Company Registration)
 - 3) In case of Indian bidders scanned copy of GST Registration Certificate is mandatory.

- 4) In case of Indian bidders scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the bidders.
- 8) Scanned copy of ISO-9001-2015 Certification

(II) **Thee-Packet "B"** shall contain the copies of following documents –
Complete Technical Proposals- Standard Forms as per Section VI.

Bidders may note that Municipal Commissioner shall reject the bid if the bidder submits the conditional tender, stipulates hedging condition/own conditions and also stipulates the validity period less than what is stated in the tender.

If required, the content of the scanned soft copies of the documents uploaded in Packet "A" & Packet "B" will be compared with the scanned ORIGINAL copies of the document uploaded by bidders in e-tender. If any discrepancies are observed such bidder will be disqualified from the bidding process.

Note:

- i. The bidder should furnish e-mail ID's of the firm for communication.
- ii. BMC shall not be responsible if the communication seeking clarification or additional information sent by BMC by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR reply from the bidders in response to such e-mail seeking additional information is not received to BMC in stipulated time and it will be treated as Non-compliance of additional information by the Bidders.

iii. The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of e - Tenders in addition to manual. The SAP module to be used in this e-Tendering is known as Supplier Relationship Module (SRM). SRM is designed and introduced by ABM Knowledge ware Ltd who will assist BMC in throughout the e-Tendering process for successful implementation.

(III) The **Online-Packet 'C'** – (Deleted)

The Bidder shall submit the Commercial bid (Packet C) **online** by filling Complete Financial Proposals. All the inputs given on this screen need to be digitally signed.

(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening commercial bid).

Mandatory Requirement (must be uploaded) Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, BMC can open the commercial online Bid submitted by the bidder.

NOTE: This e -Tendering process is covered under Information Technology ACT & Cyber Laws as applicable. In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online e - Tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/ Bidder/ Consultant"

Vendor read as "Contractor/ Bidder"

Vendor Quotation read as "Contractor's Bid/ Bidder's Offer"

Purchaser read as "Department/BMC"

SECTION – III – INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDER (ITB)

GENERAL

- 1.0** These instructions are provided to assist Bidder while preparing their Bids. They shall form part of the contract and they shall be taken into consideration in interpreting or construing the contract.
- 2.0** Bidder are requested to read carefully the following directions, the terms and conditions of the contract; addendum if any and sign the form of Bid, Schedule, specifications and Bill of Quantities and Rates, etc. after making appropriate entries wherever necessary.
- 3.0** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 4.0** **Scope of Consultancy:**
 - 4.1** The scope of services is detailed at the 'Terms of Reference – Section-V' in the tender document.
- 5.0** **Clarifications for the bidder:**

The Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for the Corporation's action.
- 6.0** **Site Visit: (Deleted)**
- 7.0** **Bid Validity Period**

The bids shall be kept valid for acceptance for 180 (One Hundred & Eighty) days from the last date of bid submission.

In exceptional circumstances, BMC may request the Bidder in writing to extend the validity of their proposals without allowing any modifications to the offer and stipulated conditions in the bid.
- 8.0** **Documents comprising of bid**

The Bid document comprises the following -

1. Tender Notice
2. Special Instructions to bidders for e-tendering
3. Instructions to Bidders
4. Complete Technical Proposals- Standard Forms as per Section-VI
5. Contract Agreement Form (Appendix-A)
6. Pro-forma of Bank Guarantee(Appendix-B,C)
7. General Conditions of Contract.
8. Scope of work and Technical specifications. (Terms of Reference)
9. Appendices
10. Addenda, Corrigenda, if any.

9.0 Earnest Money Deposit

- a) All Bidders, whether or not registered with BMC with standing deposit are required to pay an Earnest Money Deposit (E.M.D.) in the amounts stipulated in the Bidding data. The E.M.D. is to be paid online.
- b) If the E.M.D. is not paid online, the tender shall be treated as non-responsive and shall not be opened.
- c) Any bid not paid online by an acceptable Earnest Money Deposit (E.M.D.) shall be rejected as non-responsive.
- d) The E.M.D. of unsuccessful bidders shall be refunded immediately after opening LoA / Letter of Empanelment to the successful bidders. But the EMD submitted by the successful bidders shall be return after obtaining Standing Committee resolution and submission of Performance / Contract Security Deposit.
- e) The E.M.D. of the successful bidder can be discharged when the bidder has signed the Agreement and furnished the required Performance Security. No interest will be paid on any tender deposit.
- f) The E.M.D. may be forfeited.

- i. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- ii. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 28; or
- iii. in case of a successful Bidder, if the Bidder fails within the specified time limit to (i) sign the Agreement, (ii) furnish the required performance security.

10.0 Minimum Qualifying Criteria:

10.1 Eligibility:

- a. Joint venture will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to bid on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect and shall be ready to undertake all responsibility of the work/liabilities of their Indian subsidiaries.
- b. The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act. 1956. (Certificate of incorporation and PAN Card must be furnished with technical proposal).
- c. The Bidding firm should have at least ten years of working experience in sectors related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc. for Metro cities. The Bidder shall have experience of Preparation Detailed Project Report, Bid Process Management and Project Management Consultancy services for Government / semi Government / Public sector unit / Local statutory bodies.
- d. The Consultancy firm must not have been blacklisted or debarred from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/JICA etc. at the time of bidding of said Tender as per the norms of Supreme Court and must have exhausted all options of appeal against said action.

- e. The firm will be excluded from selection process, if it is debarred during the period of start of bidding and finalization of award following the above procedure.
- f. The consulting firm shall have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 10 years. (Authorized change in name & style shall be considered).
- g. The consulting firm must have valid ISO 9001-2015 certification at the time of submission of bid.
- h. The consulting firm shall fulfil the as required under qualification criteria.
- i. No bidder shall be affiliated with a firm or entity who is involved with the tendering process for the referred works.
- j. The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.
- k. The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.
- l. The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by officer not below the rank of Executive Engineer / Superintendent Engineer.

10.2 Technical & Financial capabilities

To be eligible to apply for the tendering, the bidder shall have the following financial and technical capabilities as outlined below:

General Capabilities:

1. The Bidding firm shall be a sole entity incorporated under the Indian Companies Act 1956 / 2013 or a LLP as per applicable act and should

- submit registration / incorporation under the governing legislation having majority shareholders / partners as Indian Citizen.
2. The Bidding firm shall be in existence for last 10 years (authorized change in name & style shall be considered).
 3. The Bidding firm should have at least ten years of working experience in sectors related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc. for Metro cities. The Bidder shall have experience of Preparation Detailed Project Report, Bid Process Management and Project Management Consultancy services for Government / semi Government / Public sector unit / Local statutory bodies.
 4. The Bidding firm shall have valid ISO-9001-2015 Certification on the date of submission of the bids.
 5. The Bidding firm shall have an established office in Mumbai Metropolitan Region.
 6. The Bidding firm should have valid GST registration and PAN
 7. The consultancy firm should have Licensed Water Supply Design Software on their name like, WaterGEMS / SewerGEMS / StormCAD, EPANET, STADPRO, AutoCAD, etc. in the name of the bidding firm or its Directors / Partner.

Financial Capabilities:

- F-1.** The Bidding firm in the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) shall have annual average financial turnover of not less than Rs. 50 Crores.
- F-2.** The Bidding firm should be a profit-making company in all the last five Financial years.
- F-3.** The Bidding firm shall have minimum Net worth of Rs. 5 Cr. as on 31st March 2022. The bidder shall upload copies of financial documents (Audited balance sheets) for last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). The Bidding firm shall upload Provisional Balance Sheets in case financial documents of financial year 2021-22 are not audited till the time of submission of bids. In case

the work is awarded to the Bidder the Bidder shall submit the final audited Balance Sheets before signing of the agreement.

Technical Capabilities:

The bidding firm shall have the following technical capabilities in any Indian Metropolitan Coast area / city having similar climatic & geographic terrain for any Government / Semi Government agency in the last 10 years:

- T-1. Preparation of at least One DPR in single contract for Urban Water Supply Project having components of Source Development, Distribution System, Transmission System and Treatment
- T-2. Preparation of DPR, Transaction Advisory Services and PMC of at least one Sewerage project having components of Collection, Conveyance, Treatment and Disposal in a single order of 50 MLD Capacity
- T-3. Preparation of DPR, Transaction Advisory Services and PMC of at least one Tertiary Treatment Project along with its distribution system of 10 MLD Capacity
- T-4. Preparation of DPR, Transaction Advisory Services of at least one Storm Water Project along with Conveyance & Dispersal of Water Bodies
- T-5. Rejuvenation of Water Bodies / Rivers not less than 1 km length.

The Bidders who does not fulfil this criterion shall be disqualified and shall not be evaluated further.

The bids shall be evaluated as given in Clause 21.0- Evaluation of Bids.

11.0 Preparation of Bids

GENERAL

- 11.1 In preparing the Proposal, the Bidder is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.

Queries relevant to the bid documents shall be addressed to Chief Engineer, (Water Supply Projects Department), Brihanmumbai Municipal Corporation, 1st Floor, Worli Engineering Hub Office, Worli, Mumbai – 400018 preferably by 5:00 PM one day prior to the pre bid meeting.

11.2 BMC will respond to any such request for clarifications, which are received in stipulated time. The response, however, will be in the form of written communication.

11.3 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

11.4 **Pre-bid Meeting:-**

Pre-bid Meeting for this tender shall be held in the office of the Chief Engineer, (Water Supply Projects Department) at 11:30 am on 07.12.2022 situated at

Chief Engineer (WSP)

Brihanmumbai Municipal Corporation,
Engineering Hub Building Dr. E. Moses road,
Worli Naka, Worli, Mumbai- 400 018.

The firms are requested to submit any queries related to the proposal under reference, so as to reach BMC before the meeting as mentioned in 11.1 above, Additional queries, if any, raised during the meeting, will also to be considered and the minutes of the meeting including the text of the questions raised and BMC response will be transmitted to all prospective firms along with addendum/corrigendum, if any. No queries will be entrained after the pre-proposal meeting.

11.5 The Bidder shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Corporation. If it is found that the Bidder has violated this condition, his bid is liable to be rejected.

11.6 Any addenda thus issued shall be part of the proposal documents and will be binding. BMC may, at its discretion, extend the deadline for submission of proposals.

12.0 Language of Bid

The language of the bid shall be English. Documents/ Information in any other language shall be accepted only if accompanied by translations certified by Consulates/ Embassies or Gazetted Officers conversant with the language of the document. Only English text shall be governing in e- tendering.

13.0 Format of the Bid

The Bidder shall submit the bid online in two parts, i.e.; Technical bid (Packet A & Packet B) and shall contain scanned copies of the following documents.

Technical bid (Packet A)

- 1) Scanned copy of receipt of online payment of the E.M.D
- 2) Scanned copy of Valid Registration Certificate (Company Registration)
- 3) Scanned copy of GST Registration Certificate is mandatory.
- 4) Scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the bidders.
- 8) Scanned copy of ISO-9001-2015 Certification

Note - If it is found that the tenderer has not submitted required documents in Packet 'A' then, the shortfalls shall be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they shall be treated as non-responsive.

Technical bid (Packet B)

The bidder shall submit complete Technical proposal in Packet B as per the Standard Forms provided in section VI. The BMC reserves right to seek clarifications / information from Bidders for shortfalls in Packet B submission.

14.0 Conditional Proposals by Bidders

Bidders shall upload the offers that comply with the requirements of the e-tendering documents in Bidders folders. If the Bidder suggests any alternative or stipulates his own condition(s), the e-tenders shall be rejected.

15.0 Amendment of contents of proposal

- a. Before the deadline for submission of bids, the BMC may modify the bid documents by issuing addendum/ corrigendum and publishing on portal of <http://www.mahatenders.gov.in>.
- b. Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of <http://www.mahatenders.gov.in>.
- c. The addendum/corrigendum/ clarifications thus issued shall be downloaded, digitally signed by the Bidder and submitted and uploaded along with the bid.
- d. In order to give prospective Bidders reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the BMC may extend as necessary the deadline for submission and uploading of bids.

16.0 Rates and Prices

A. The fees payable to Consultant, depending upon the activities are given below,

- i) Total fees for Total Station Survey, Subsoil Investigation, The fees payable for the above works will be as per **Schedule 'A'**
- ii) The fees payable to the consultant for the design prepared by him is in **Schedule 'B'**
- iii) The fees payable to the consultant for Functioning as Project Management Consultant & Technical Auditor for EPC / DBO / BMC Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'BMC' during execution period shall be @ 2% of the

cost of work based on Payment Schedule mentioned in Sr. No. (C) (Note) of Schedule B by the concerned department.

B.

- i) The fees payable to the consultant for preparing the GAD for entire work will be as mentioned below;

Sr. No.	Work stage	Percentage of total fees
1	On Approval of GAD : On submission of detailed survey with preliminary report about existing land use & utility diversion drawing in connection with project & GAD drawing, Design Philosophy, Subject to approval of GAD by Design Scrutiny Committee or Ch. Eng. (WSP) (3 Hard Copies & 1 Soft Copy)	8%

Note - Here the cost of the work means the total of part office estimate of the work which will be executed by the BMC and the part office estimate of the remaining work which will be executed by the other agency.

- ii) Further, if the consultant's services are continued for the project then the remaining 90% fees after approval of GAD will be as mentioned below table on the office estimate of BMC.

Sr. No.	Work stage	Percentage of total fees
1	On submission of Measurement Sheet and Abstract: On receipt of measurement sheet, rate analysis, detail estimate. (3 Hard Copies & 1 Soft Copy) and Tender Document	5%
2	On approval of Draft Tender	5%
3	At the time of award of contract to the executing agency	5%
4	PMC services during execution of work based on Financial progress of work	60%
5	On submission of Completion Drawing & Stability certificate	10%
6	5% amount withheld for the total period till the 3 (three) months after the completion of DLP	5%
	Total	90%

C. **Compensation for Consultancy for the maintenance work: (Deleted)**

- i) For the maintenance work for which the consultants may have to visit the site on several occasions.

The consultant is expected to visit site, inspect the structure, make necessary calculations etc. as described above. The charges for these works shall be not more than 4% of the estimated cost of work as per the schedule of payment described in Schedule 'F'.

D. Reuse of the design and drawings submitted by the consulting engineer

In the event the Corporation decides to reuse the design, drawings submitted by the Consulting Engineer for any particular work and the Corporation feels the need for the Consulting Engineer's advice, the terms and conditions including additional remuneration payable to the Consulting Engineer will be decided after mutual negotiations taking into consideration the extent of the additional work involved in the repeated use of the drawings / designs.

E. Compensation for Alterations and modifications to Designs:

In the event of any alterations or modifications necessitated in the project, due to any reason beyond the control of the Consulting Engineer or due to any alterations or modifications made by the Corporation or revision / addition of any specification, drawing or other documents prepared in whole or in part by the Consulting Engineer, the whole of the cost of revising, amending as reproducing documents to bring the work up to the stages at which it was modified, shall be subjected to additional payment compound on the following basis:

- i) Alterations in design and drawings 75% of the total fees for that portion of work already completed by the Consulting Engineer in his office, which required to be modified.
- ii) Revision of specifications and other documents on the basis of efforts expended.

The prices are inclusive of all applicable taxes & duties in force, excluding the GST. However, as per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST. However, if applicable in future as

per Govt. notifications, GST shall be reimbursed at actual, by BMC to the Consultant over and above to the agreed fees / price. The bidder shall produce the documentary evidence of GST paid for the work under this contract.

17.0 Signing of Bid Document

Bidders are requested to sign at appropriate place in the tender form & formats etc. after making appropriate entries wherever necessary. The uploaded documents shall also be digitally signed. If the Bid is made by a proprietary firm, it shall be signed by the Proprietor above his name and the name of his firm above his current address. If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the bid in which case the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the bid. If the bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case the Power of Attorney shall accompany the bid. Such Limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

18.0 Modification of Documents

Modifications of specifications and extension of the end date of the Bid, if required, will be made by BMC by issuing necessary addendum / corrigendum. Such addendum / corrigendum will be uploaded in the bid and same will be displayed on BMC website. These shall be signed by the Bidder and shall form a part of the Bidder's bid.

19.0 Submission of Bids

All bids shall be submitted online. The contents of the e-Tender shall be considered as final and binding on the Bidder.

20.0 Opening of bid

First, Packet A of the Bidders shall be opened. Packet B of only those Bidder found responsive in respect of Packet A shall be opened and the Technical bid (Packet B) shall be scrutinized.

To assist in the examination, evaluation and comparison of offers, BMC may, at its discretion ask for clarifications on submitted offers. The request and the response to clarification will be in writing and no change in price or specification of the offer will be permitted.

The Bidders found responsive shall be asked to produce the original documents, the scanned copies of which are uploaded in the bid, if required.

The original documents shall be produced for verification within 3 working days from the date of intimation, failing which the offer of the respective Bidder may be treated as non-responsive and 10% amount of EMD paid by tenderer will be forfeited.

If any discrepancies are observed and false documents are found to be uploaded by the Bidder, such Bidder will be disqualified from the bidding process. Further action as liable e.g. disqualification of the bid and Bidder under rules/regulations shall also be initiated against such Bidder who submits false/fake documents.

Only the Bidders who qualify in Packet 'A' and Packet 'B' with technical score minimum of 75 marks will be considered as responsive.

Any effort by any prospective firm to influence the BMC's processing of proposals and/or award decisions may result in rejection of the proposal of that firm.

21.0 Evaluation of the Bids (Packet B)

In comparing bids, the Corporation shall consider such factors as the efficiency and reliability of approach and methodology, proposed key experts, compliance with the terms of reference, standards, quality, Public health and safety (QES) and the Bidder's capacity to perform vis-a-vis the time of completion etc. The Engineer may seek clarifications on the Bidders technical proposal, if required to help him in technical evaluation.

The bids shall be evaluated on **Quality Cum Cost Based Selection with 80% weightage for quality (technical score) and 20% weightage for cost.** The Minimum marks for the qualifying technical criteria shall be 75 out of 100. The marking criteria shall be as under.

Table A: Overall Marking Criteria:

Item	Description	Maximum Marks
A	Technical Score (St)	
T1	Financial Capabilities	20
T2	Firms relevant experience and capabilities	60
T3	Manpower capabilities	20
Total Technical Score “St” =		100

Minimum Qualifying Technical Score for opening of Financial Packet is 75. Financial packets those bidders who score less than 75% marks in Technical Score shall not be opened.

Evaluation shall be done on QCBS basis with 80% weightage for Technical Score (St) and 20% weightage for Financial Score (Sf)

The bids shall be evaluated in accordance with the procedures given below

The formula for determining the financial scores is as follows:

[$Sf = 100 \times F_{min}/F$, in which Sf is the financial score, Fmin is the lowest price, and F the price of the proposal under consideration]

The total points obtained by the firm will be determined by formula:

Total score = 80% x St + 20% x Sf

Table B: Firm’s Financial Capabilities and Experience (T1 and T2)

S. No.	Particulars	Marks
T1	Financial Capabilities	20
1	Average Annual Turnover for last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22)	10
a)	50 Cr.	3
b)	Above 50 Cr. to 60 Cr.	5
c)	Above 60 Cr. to 75 Cr.	7
d)	Above 75 Cr.	10
2	Net-worth as on 31 st March 2022	3
a)	5 Cr. to 20 Cr.	5

S. No.	Particulars	Marks
b)	Above 20 Cr. to 25 Cr.	7
c)	Above 25 Cr to 30 Cr.	10
d)	Above 30 Cr.	10
T2	Firms relevant experience and capabilities in any Indian city for any Government / Semi Government agency in the last 10 years	60
1.	Experience in preparation of DPR / PMC/ Bid Process Management / Transaction Advisory and Financial Engineering Services for Water Supply Distribution System, Transmission System including SCADA / IOT and Treatment / Waste Water / Sewage Network / Storm Water Management / River Rejuvenation / Recycle & Reuse of Tertiary Treated Sewage including treatment, transmission & distribution to end consumers in a single project	
a)	Equal to 1 Projects	10
b)	Equal to 2 Projects	20
c)	Equal to 3 Projects	40
d)	More than 3 Projects	60

Table C: Key Persons as specified * (T3)-

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
Key Professional Staff				
1.	Project Manager	Degree in Civil Engineering and Post Graduate in Public health / Civil Engineering / Water Management Engineering.	Total professional experience of at least 15 years Relevant experience in Water Distribution System, Transmission System and Treatment and waste water system design / PMC Including treatment	2
2.	Project Co-ordinator	Graduate in Civil Engineering	Total professional experience of at least 10 years	2
3.	Deputy Project Manager (Mechanical/ Electrical)	Graduate in Electrical/ Mechanical Engineering	Total professional experience of at least 10 years Relevant Experience of at least 5 years as a senior member of the team or as a project manager in pipeline, water	2

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
			conveyance and tunnelling project	
4	Hydraulic Modeller/ Expert	Graduate in Civil Engineering with additional qualification in hydraulic modelling desired	Total professional experience of at least 5 years	1
5	Urban Planner	Masters in Urban Planning	Total professional experience of at least 15 years	1
6	Public health Expert	Post Graduate in Public health Science	Total professional experience of at least 12 years	1
7	Project Management Expert	Graduate in Civil Engineering	Total professional experience of at least 10 years	1
8	GIS Expert	Post-Graduate in GIS & Remote Sensing / Geomatics	Total professional experience of at least 5 years	1
9	Contract Specialist	Masters in Business Administration/ LLB	Total professional experience of at least 10 years	1
10	Financial Expert	Masters in Business Administration (Finance)	Total professional experience of at least 15 years	2
11	Structural Expert	Post Graduate in Structural Engineering	Total professional experience of at least 15 years	2
Sub Professional Staff				
12	Jr. Engineer (Civil)	Diploma/Graduate in relevant field	Total professional experience of at least 5 years	1
13	Jr. Engineer (Mechanical/Electrical)	Diploma/Graduate in relevant field	Total professional experience of at least 5 years	1
14	Jr. Engineer (Structure)	Diploma/Graduate in relevant field	Total professional experience of at least 5 years	1
15	Site Engineer/ Supervisor	Diploma/Graduate in relevant field	Total professional experience of at least 5 years	1
Total =				20

Note:

1. The bidders shall have all key personnel staff mentioned to qualify.
2. The proposed key personnel staff shall be a regular employee of the consultancy firm (documentary proof to be submitted along with the technical

proposal to qualify) or shall have given consent to work with consulting firm about availability and acceptance of the employment of the consulting firm. (Such consent letter shall have been accepted by the bidding consulting firm prior to submission of bid). In case the bidders have not uploaded or submitted the above proof documents/ Letters their proposal shall be rejected.

3. The key staff shall be less than 65 years and physically fit to move about at sites.
4. Considering the project activities, the requirement of key staff is not on continuous basis. The bidders shall use key professionals for adequate number of days as per the requirement of the activities.
5. The bidders shall have their own office in Mumbai and shall use his office and back office staff for completion of the entire scope of consultancy works
6. The value of consultancy work done shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum; calculated from the date of completion to date of submission of bid.
7. The key staff shall be conversant with local language in the area of work.

22.0 Post Bid Correspondence

Bid shall be termed to be under consideration from the opening of the bids, until such time an official announcement of award is made. While bids are under consideration, Bidders and their representatives or other interested parties, are advised to refrain from contacting by any means the Corporations personnel or representatives on matters related to the bids under consideration.

The engineer's representative if necessary will obtain clarification of bid by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The Bidder will not be permitted to change the substance of his bid after bids have been opened.

23.0 Date of opening and evaluation of financial bids (Packet C)

The price packet of the technically responsive proposals will be opened on a date as mentioned in at e-tender notice.

The date of opening of Financial Proposal shall be intimated to the qualified Bidders separately after the technical evaluation is completed.

The employer reserves the right to accept or reject any variation or deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in actual or unsolicited benefits to the employer shall not be taken in to account in bid evaluation.

The goods and service tax shall not be taken in to account in bid evaluation.

24.0 Rejection of Bid

The bid is liable to be rejected, if the Bidder

- i) Does not submit the proofs of qualification criteria.
- ii) Stipulates the validity period less than what is in the bid;
- iii) Stipulates his own conditions;
- iv) Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- v) Does not submit the E.M.D. as per clause 4 of Instruction to Bidder.
- vi) Does not submit the bid before the stipulated time on the specified date.
- vii) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.

25.0 Payment Terms

The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Bidders should therefore, in their own interest note this provision, to avoid rejection of their bids. Currency of Payment shall be Indian Rupees only.

26.0 Award of Contract / Empanelment

The Agencies which have been shortlisted by the BMC for Empanelment shall have to enter into a Contract with BMC. The detailed terms & conditions as mentioned in the Tender Documents shall be the part of the Agreement. A particular work shall be allotted to the agency based on their past experience in the similar type of work, availability of experienced manpower with the agency, their financial strength and if multiple agencies have the same

experience then based on the quality based selection and presentation to the Chief Engineer (WSP) / concern AMC shall recommend the award of work based on the experience of the agency, its man-power and its past performance with BMC. All rights to allocate any project of any size remain vested to the concern AMC.

Prior to the expiration of the period of bid validity, the Corporation will notify the successful / unsuccessful Bidder in writing by registered letter or by Fax. The successful Bidder will be informed in writing by registered letter that his bid has been accepted.

The bid acceptance letter will be issued to the bidder by BMC, which shall state the amounts of Contract / Security deposit, Legal charges, Stationary charges, Insurances etc. to be paid by the successful Bidder as detailed in the acceptance letter. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the Bidders and which they may wish to transfer as a security deposit under this contract. Such transfers will not under any circumstances be permitted.

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs. 5,000/- per day shall be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the documents.

The amount of Security Deposit retained by the BMC shall be released after within 30 days of completion of work and final payment. In the event of the

contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by BMC shall be adjusted towards the excess cost incurred by the Department on rectification work.

The SAP P.O. /W.O. will be generated and issued to the successful Bidder only after making the necessary payments as stated in the acceptance letter. The same shall be paid by the successful Bidder for preparing contract documents for the subject work.

The issue of Letter of Acceptance will constitute the formation of the Contract.

If after award of bid, if it is found that the accepted Bidder has violated any instructions/conditions as in the bid the bid shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder as well as related firms/establishments.

In the event of Bid being accepted, they must be signed by the member holding the power of attorney. The signatory must produce a power of attorney authorizing him to sign on behalf of the firm.

The Contract must be signed by the two Directors with the common seal of the Company or by the Managing Director or by a person having a power of Attorney to sign the Contract. Certified copy of power of attorney must be produced in the office of the Chief Engineer, (Water Supply Projects Department).

The project shall be awarded to an empaneled agency then it would be deemed that all the components of scope of work needs to be carried out by the agency unless specified by the department at the time of allotment and shall be eligible to receive the payments for the work carried out by it. If the empaneled agency expresses its inability to carry out specialty work like financial engineering / surveys etc. then it shall have to intimate at the time of acceptance of work.

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.5000/- per day will be levied.

27.0 Tendering under different names:

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.
- b) If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in Para (b) above including similar action against the firms/establishments concerned.³³³
- d) If after the Award of Contract, it is found that the successful bidder has violated any of the conditions in Paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder as well as related firms/establishments.

28.0 Stamp Duty, Legal Charges, Bill Forms

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms & Tax certificates as per the prevailing rates shall be borne by successful Bidder.

Successful tender shall pay the Legal Charges + Stationary charges as mentioned in the circular dated 24-03-2022 or applicable at the time of execution, whichever is later.

B. Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

- i. As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
	Where it exceeds rupees ten lakhs	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees Twenty five lakh stamp duty.

- ii. The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of Letter of Acceptance and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

As per para 54 read with 40(b) of Maharashtra Stamp Duty Act, Stamp duty at the rate of 0.5 % is payable on total amount of Bank Guarantee submitted by Tenderer. If the time period of the Bank required to extend then the same shall be considered as new Bank Guarantee and again 0.5% stamp duty shall be applicable.

29.0 Performance Security

The EMD of the successful bidder shall be converted to Security Deposit with an option to the successful bidder to alternately submit the Security deposit in form of Bank Guaranty or Fixed Deposit of equivalent amount as security deposit for empanelment. the additional security deposit based on the two percent of the value of the consultancy cost shall be paid in form of Bank Guarantee or FDR in addition to the two lacs rupees as and when the particular work is awarded to the empanelled consultant. The notification of award will constitute formation of consultancy agreement and within 30 days from receipt of the agreement form, the successful firm shall execute the agreement and return the same to BMC.

30.0 LIST OF APPROVED BANKS

Bank Guarantee of those bank which are listed in the Second Schedule to the Reserve Bank of India will be accepted, which includes,

- a) State bank of India
- b) Nationalized Banks
- c) Privet Sector Banks
- d) Foreign Banks
- e) Schedule Co- Operative Bank

The Banker's Guarantee issued by branches of approved banks beyond Kalyan and Virar will be accepted only if the said bankers Guarantee is countersigned by the manager of branch of the same bank within the Mumbai City limit, categorically endorsing thereon that the said Banker's Guarantee will be binding on the endorsing branch of the bank within Mumbai limits and is liable to be enforced against the said branch of the bank in case of default by the consultant furnishing the Banker's Guarantee.

31.0 Refund of Performance Guarantee

The performance guarantee shall be returned to the Consultants without any interest within 30 days of completion of Execution work and Final Payment. The B.G. shall be initially valid for 3 months beyond the original contract period. The Performance Guarantee shall be refunded after 6 months of the completion of Empanelment period or that of the work in hand had the end of the Empanelment period whichever is later.

32.0 Jurisdiction of Courts

In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Mumbai only.

33.0 Import License

The Bidders shall have to make their own arrangements to secure import license and/or release of controlled or scarce raw materials or parts if required by them for fulfilment of their contract. The Municipal Commissioner shall not be bound to give any assistance to the Bidders in that behalf.

34.0 Payment of Bills & other claims-

The payment of bills and other claims arising out of the contract will be made by ECS/RTGS/NEFT. The successful Bidder therefore will have to furnish the information as regards the vendor No. registered with BMC Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Service Tax Registration etc. in the prescribed form available with BMC. BMC shall make the payment within 30 days after submission of the correct invoice.

35.0 Indian Laws and Indian Public health

The law applicable is Law of Union of India with jurisdiction of competent courts at Mumbai and Bidder should be aware of all the Public health Conditions in India.

36.0 Litigation History

The bidder shall disclose the litigation history in Packet 'B' under the head Details of Litigation History

If there is no Litigation History the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History.

Litigation History must cover – Any action of blacklisting debarring banning suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under State or Central Govt./Govt. organization initiated

against the company, firm, directors, partner or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC the orders passed by the competent authority or by any Court where BMC is a party, While taking decision on litigation history, the concerned Chief Engineer or DMC or Director, as may be the case should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company firm directors, partners or authorized signatory on the BMC works which can spoil the quality, output delivery of any goods or any work execution and within the timeframe.

SECTION – IV – GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the contract otherwise requires, the following terms whenever used in this Contract have the following meanings.

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time.
- (b) "Contract" means this Contract between the BMC and the Bidder.
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.
- (d) "GCC" means the condition of contract in general
- (e) "Government" means the State and/or Central Government.
- (f) "Party" means the BMC. or the Consultant, as the case may be.
- (g) "Services" means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- (h) "Sub-Consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause 3.8 hereinafter, and
- (i) "Third Party" means any person or entity other than the Government, the BMC, the Consultant or a Sub-Consultant.
- (j) "BMC" means Brihanmumbai Municipal Corporation / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Chief Engineer, (Water Supply Projects Department), Dy. Chief Engineer, (Water Supply Projects Department) and /or their appointed officers for performance of the contract.
- (k) "Employer/Client" means BMC (Brihanmumbai Municipal Corporation).

- (l) "Site means land or other places where the works are to be executed or other working places as may be specifically designated by BMC.
- (m) "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by BMC.
- (n) "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.
- (o) The "Contract price" means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinafter contained.
- (p) The Engineer of the contract means Chief Engineer, (Water Supply Projects Department) and /or his appointed officers for performance of the contract.
- (q) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- (r) "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India,
- (s) "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India; and 'personnel' means the personnel referred to in Clause GCC 4.2 (a).
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.
- (u) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (v) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract for the Feasibility study, detailed design and Supervision during Project Management on the work envisaged.

1.2 **Law Governing Contract.**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

1.3 **Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices**

- 1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the following address:

Chief Engineer (WSP)
Brihanmumbai Municipal Corporation,
Engineering Hub Building Dr. E. Moses road,
Worli Naka, Worli, Mumbai- 400 018.
Telephone: 022-2496 3739
e-mail: che.wsp@mcbm.gov.in

1.6 **Location**

The Services shall be performed at such locations as are specified in Terms of Reference hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.

1.7 **Authorized Representatives.**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed;

- (a) On behalf of BMC. by Chief Engineer (Water Supply Projects)

(b) On behalf of the Consultant(s) by his/their designated representative.

1.8 Income Tax

The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and the BMC shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The Contract price is deemed to have included such amounts.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract.

This Contract shall come into force and effect on the date (the 'Effective Date'), on which the Letter of Acceptance (LOA) is issued.

2.2 Commencement of Services.

The Consultant shall begin carrying out the Services on such date as the Parties may agree in writing.

2.3 Expiration of Contract.

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. BMC at its discretion shall terminate the contract after scheduled contract period as specified from the Effective Date unless extended on the same terms and conditions by agreement of the Parties hereto for a further period to be agreed between the Parties.

2.4 Modification

Modifications of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include

(1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor

(2) any event which a diligent Party could reasonably have been expected to both.

(i) take into account at the time of the conclusion of this Contract, and

(ii) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;

2.5.2 **No Breach of Contract.**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.5.3 **Measures to be Taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Suspension

The Client may, by written notice of suspension to the Bidder, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

2.7.1 By BMC

BMC reserves the right to discontinue the services of the panel consultant at any stage of the project without assigning any reason & financial claims from the consultant. The BMC may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days),

such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1, terminate this Contract:

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing:
- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- (f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Consultant does not perform its duty as per the terms of reference and does not deploy the necessary personnel as per terms of reference, then Client at its sole discretion shall terminate the Contract without assigning further reasons.
- (h) If the Contract of the Execution Agency is terminated

2.7.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the BMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach.
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- (d) if the Client fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.

2.7.3 Payment upon Termination (Deleted)

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, the BMC shall make the following payments to the Consultant:

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination.
- (b) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination and which are reimbursable as per contract.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and

methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the BMC, and shall at all times support and safeguard the BMC's legitimate interests in any dealings with Sub-Consultant or Third Parties.

3.1.2 **Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- Consultant, as well as the Personnel and agents of the Consultant and any Sub- Consultant, comply with the Applicable Law.

3.2 **Conflict of Interests**

Bidder Not to benefit from Commissions, Discounts etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant' sole remuneration in connection with this Contract or the Services and, subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub- Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.1 **Consultant and Affiliates Not to Be Otherwise Interested in Project.**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub- Consultant r and any entity affiliated with such Sub- Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the Project.

3.2.2 **Prohibition of Conflicting Activities**

Neither the Consultant nor their Sub- Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional

activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Consultant, their Sub- Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise prior written consent of the BMC.

3.4 Liability of the Consultant

The Consultant shall be liable to BMC for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the Client as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, its Sub- Consultant or the Personnel of either of them, and
- (b) the Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.5 Indemnification of the Client by the Consultant

The Consultant shall keep the BMC, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant or their Sub-Consultant, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Insurance to be Taken Out by the Consultant

The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub- Consultant, as the

case may be) own cost but on terms and conditions approved by the BMC, insurance, set forth below, and at the BMC's request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6.1. THIRD PARTY INSURANCE

3.6.2 The successful Consultant shall, in the joint names of the successful Consultant, the Commissioner and the Engineer, insure against all damage or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs. 50,000.00 per occurrence from the date of commencement till completion of the contract and the successful Bidder shall from time to time when so required by the Engineer produce the policy and the receipt for the premium. All insurances for the Works shall be taken from the Directorate of Insurance Maharashtra State having their office at Bandra (East), Mumbai 400051 / Insurance Regulatory Development Authority of India (IRDA) and in the event that insurance cover is not offered by the Directorate of Insurance, the same can be taken out from an insurance company approved by the Maharashtra State Insurance Fund / IRDA.

Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-Consultants or their Personnel for the period of consultancy in accordance with applicable law.

3.7 Consultant's Actions Requiring BMC's Prior Approval

The Consultant shall obtain the BMC's prior approval in writing before taking any of the following actions:

- (a) appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood

- 1) that the selection of the Sub- Consultant and the terms and conditions of the subcontract shall have been approved in writing by the BMC prior to the execution of the subcontract and
- 2) that the Consultant shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Contract.

3.8 Reporting Obligations

The Consultant shall submit to the BMC, 2 copies of monthly progress reports, the format for which shall be mutually agreed.

3.9 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the BMC and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BMC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the BMC.

3.10 Drawings

The Consultant shall supply BMC, 2 copies of all drawings as necessary for the Public health Assessment and other studies recommended by Advisory Committee.

4.0 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services following the provisions under 3.7 above.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement (i.e. minimum man months) in the carrying out of

the Services of each of the Bidder's Personnel shall be described in the offer.

- (b) If additional work is required beyond the scope of the Services specified in Terms of Reference the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the BMC and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth for the scope of this Contract.

4.3 Agreed Personnel

The Consultant hereby agrees to engage the personnel and Sub- Consultant listed by title as well as by name in the offer in order to fulfil the contractual obligations under the contract.

4.4 Removals and/or Replacement of Personnel

- (a) Except as the BMC may otherwise agree, no changes shall be made in the Personnel. if, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to seeking approval from BMC.

- (b) If the BMC

- 1) finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or
- 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The removal and /or replacement under (a) & (b) above shall have no cost implications on BMC.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The BMC shall provide the Consultant, Sub-Consultant and Personnel with all such assistance as shall be necessary to enable the Consultant, Sub-Consultant or Personnel to perform the services.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the contract.

5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the BMC shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6.0 PAYMENTS TO THE CONSULTANT

All payments for the services shall be payable in Indian Rupees only. The GST; if applicable; shall be reimbursed at actual. As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence applicable GST rate is at the rate of 'Nil'. Further, if any change in Law in lieu of any taxes / levies imposed by State Government / Central Government will be applicable for the said work. In case of reduction the benefit shall be passed on to BMC Vice versa.

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof. Although this Contract is essentially for the Water Supply Project, Hydraulic Engineering, Sewage Projects, Sewage Operations, Storm Water Drainage and Mumbai Sewage Disposal Project Department of BMC however BMC may ask the appointed Consultant to undertake assignments of similar nature including projects under public private partnership (PPP) related to Public health engineering excited by all other departments of BMC as per the approved rates.

7.3. Goods and Services Tax (GST)

As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST.

However, if applicable in future as per Govt. notifications, GST shall be reimbursed at actual, by BMC to the Consultant over and above to the agreed fees / price. The Consultant shall produce the documentary evidence of GST paid for the work under this contract.

7.4 Other Taxes

The BMC shall not reimburse any other taxes & duties, such as customs, excise etc. levied by Govt. and /or any statutory body thereto, on import / export of any documents, instruments, materials going into the project and the bonafide personal effects of personnel visiting India / going abroad in connection with project.

8.0 COMPENSATION FOR DELAY

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the Consultant, without prejudice to any other right or remedy of BMC on account of such delay, the Consultant shall pay compensation at the rate of ½ percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions &/or deletions thereto.

9.0 SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

If the commissioner fails to give the notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if contractor is dissatisfied with any such decision, then contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- i. In case of contract where the contract price and/or contract value is less than Rs.5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act,1996 (amended up to date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of

Maharashtra under G.R.no. ARB/Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

- ii. In case of contract where the contract price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

10. ~~Provisional Sum (Deleted)~~

~~A sum (if any) which is specified in the contract by the employer as a provisional sum for the execution of any part of the work or for the supply of plant, material or services.~~

11. ~~Interest on Delayed Payment~~

12. Price adjustment /Escalation

No Claim/ additional fees on account of any price variation/ escalation on whatsoever ground shall be entertained at any stage of works. Fees shall be firm and fixed for entire contract period as well as extended period for the completion of works.

13. Penalties

Penalty of Rs. 2000 per week shall be levied on the consultant, which does not comply to the conditions of contract after it is communicated to the consultant in writing.

SECTION – V – TERMS OF REFERENCE

TERMS OF REFERENCE

1. Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.

The 'Consultant' appointed by the 'BMC' to act on its behalf to safeguard its interest during the entire duration of project spread over aforesaid points. The Role and responsibility of the consultants in aforesaid schedules are briefly enumerated in the following points.

1. Providing services for Preparation of detailed project report of the project

Stage 1 – Conceptual/ Feasibility Report

- a) Delineation of assignment data requirements
- b) Develop preliminary assignment methodology and work plan.
- c) Establish working relations with all involved parties.
- d) Secondary Data collection, field verification and records documentation.
- e) Preliminary Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs excluding revenue survey and data
- f) Establish relevant local authority/counterpart's particular requirements related to the project.
- g) Situation analysis, assessment and establishing the existing conditions.
i.e. reference line
- h) Establish project bottlenecks i.e. (risks and challenges), constraints and mitigation measures.
- i) Develop detailed assignment methodology and work plan.
- j) Develop conceptual design criteria and performance standards.
- k) Define overall project requirements and shape proposed project interventions.
- l) Formulate alternative engineering solutions for the project.
- m) Screening of the formulated alternative engineering solutions.
- n) Develop conceptual engineering designs for the alternative engineering solutions including conceptual cost estimates.

- o) Define systems (i.e. alternative engineering / financial solutions) evaluation criteria.
- p) Establish the technical, financial, economic, financial and Public health feasibility of the alternative engineering solutions.
- q) Establish final overall virtual (accounting for all technical, economic, Public health etc. quantified costs) conceptual cost estimates.
- r) Evaluation of alternatives.
- s) Select optimum engineering project concept.
- t) Finalize the final conceptual project cost estimate.
- u) Liaise with relevant counter parts/local authorities and act on behalf of the BMC in all required aspects including issue of formal letters, obtaining approvals and so forth.
- v) Prepare Assignment Feasibility Report along with revenue model considering the sale of reuse water. Also suggest the prospective buyer who can purchase reclaimed water.

Stage 2 - Detailed Project Report

- a) Secondary Data collection, field verification and records documentation.
- b) Preliminary Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- c) Preparation of Architectural / Structural / Infrastructure / Revenue Plans as per requirement of the project
- d) Preparation of Detailed Project Report (DPR) with detail engineering design, drawing, detailed cost estimates, rate analysis as per the prescribed guidelines of various state as well as central government schemes.
- e) Details of prospective buyers.

2. Providing Technical Transaction Advisory and Bid Process Management for Infrastructure Projects including PPP Projects and alternate revenue source along with Financial and Legal Assistance

- a) Act as Transaction advisor and undertake study to a standard that will enable the project to obtain necessary decision to execute the PPP

agreement or by spending BMC own funds or loan funds or Government Grants. In case BMC decides (at its sole discretion to) implement the project by availing loan funds or Government grant, than to arrange the loan at the best market rates and where ever any Central or State Government grants is available than to liaise with the respective authorities for sanction and disbursement of such grant. All the correspondence with State / Central Government shall be done by BMC.

- b) Project Financial structuring, cash flows of projects alternative assessment for procurement method, project execution.
- c) The revenue model for each project for the sector (including underlying assumptions) and forecast growth of customer/ user groups over the next 20 years.
- d) Unit cost of service and unit price (existing year and forecast for next 20 years)
- e) Outline plan to restructure revenue streams to any or all categories of user groups to comply with employers requirement (institution of full cost recovery user charges) In this regard, cross-subsidization requirements/ strategy if applicable are to be explicitly specified and addressed.
- f) Project Financial Viability & Sustainability through (Net Present Value) NPV and (Internal Rate of Return) IRR including
- g) Review of options for Institutional debt, owners cost of capital, grants and/or Private sector participation.
- h) Interaction with the market, or conduct of formal market soundings, to confirm decisions on scope, timing and packaging of the transaction;
- i) Preparation of bid documents including but not limited to the Terms of References and the Contract for Services and draft Agreements;
- j) Preparation of supporting information to assist bidders in preparation of their bid, and where relevant creation of a data base and management of access to the data base;
- k) Assist the employer in evaluating and pre-qualifying contractors and developing the short-list of qualified contractors.
- l) Assist the employer in developing Invitation to Bid (ITB) advertisements.
- m) Assist the employer in developing Invitation to Bid (ITB) letter.

- n) Attend pre -bid site meeting/conference, respond to queries, issue bid addenda, clarify bid documents etc.
- o) Support to communication with the bidders and interaction with the bidders, including managing and responding to requests for clarification;
- p) The thorough evaluation of received bids both technically and financially
- q) Assistance in negotiation with one or more parties prior to contract award;
- r) Assist the employer in the issue of all correspondences including clarifications, letters of Intent (LoI), letters of appointment, notice to proceed (NTP), etc.
- s) Prepare all required evaluation, clarifications, addenda, etc. reports.
- t) Management of other advisory inputs, and overall management of the transaction team, to ensure a successful conclusion.
- u) If the Agency appointed for a project does not have the experience or expertise in Transaction Advisory or has not been recognised as Transaction Advisor by any State Govt. / Central Govt. / PSU then the BMC reserves the right to nominate the specialised agency and allocate the relevant work to that agency along with the fees.

3. Functioning as Project Management Consultant & Technical Auditor for EPC / DBO / BMC Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'BMC' during execution period

- a) Review and approve contractor's construction schedule.
- b) Review and approve contractor's detailed designs (Where detail engineering is not done by the Consultant), shop and erection drawings.
- c) Factory Inspection and Witness Testing of Manufactured Items.
- d) Undertake project management and related procedures.
- e) Undertake quality assurance plans and related procedures.
- f) Undertake quality control and related procedures.
- g) Undertake progress control and related procedures.
- h) Undertake cost control and related procedures.
- i) Manage and control variation order and contract amendment procedures.
- j) Review and approve as-built drawings.
- k) Review, finalize and approve O&M manuals.

- l) Arrange, organize and chair regular progress site meetings.
- m) Prepare the report of pending work and work to be carried out during the defects liability period.
- n) Act on behalf of the employer on all project related matters.
- o) Develop recommendations for measures prudent for action.
- p) Participate in any related negotiation proceedings and the like.
- q) Participate in any related arbitration proceedings and the like.
- r) Review/ revise and finalize all technical training material.
- s) Attend all technical training proceedings.
- t) Progress reporting.
- u) Manage Contractor's Work Substantial Completion -employer Provisional Handing Over.
- v) Certification of contractors bills and Issue the Certificate of Substantial Completion and Provisional Handover Certificate.
- w) To scrutinize the bill submitted by the Contractor & forward the same with recommendations to BMC in desired format.
- x) Organize and participate (supervise) in all substantial acceptance tests, inspections, proceedings, start-up, commissioning etc. and handover proceedings.
- y) Assist in the start-up of project operation in adjusting, balancing, identifying deficiencies and assisting in obtaining corrections, and performing inspections prior to the end of the project defect liability period.
- z) Prepare the Certificate of Final Completion and Final Handover Certificate for later use by the employer.
- aa) Prepare Assignment Jobsite Work Implementation Management, Supervision and Monitoring Report.
- bb) Prepare Project Closeout Report.

4. Providing services for Supervision and Monitoring of Operation and Maintenance (O&M) and Asset Management

- a) Supervise the contractors' maintenance and running operation procedures.
- b) Supervise all work being implemented during the defects liability period.

- c) Monitor, assist and supervise performance tests and start-up of the projects.
- d) Carry out final works inspection and issue contractor's release certificates.
- e) Develop recommendations for measures prudent for action.
- f) Liaise, organize and attend regular progress site meetings.
- g) Act on behalf of the employer on all project related matters.
- h) Progress reporting.
- i) To provide necessary support through concession/ management period on issues as required by employer.
- j) Organize and participate in all final acceptance tests, inspections, proceedings, etc. and final handover proceedings.
- k) Issue the Certificate of Final Completion and Final Handover Certificate

5. Providing services for Financial Engineering of the Project

- a) Preparation of Financial Analytical Report based on the data provided by BMC
- b) Project Financial Viability & Sustainability through (Net Present Value) NPV and (Internal Rate of Return) IRR.
- c) Calculation of the Project cash flow for the project period including various financial scenarios
- d) Unit cost of service and unit price (existing year and future revenue forecast)

2. Time and Payment Schedule

This empanelment shall be valid for an initial period of five years from the date of SCR which may be extended for another three years or till the new / additional empanelment is done, whichever is later. The period of services for pre-tender activities shall be as per the period mentioned in the work order or till the letter of award to execution agencies. The period of services for post-tender activities shall be as per envisaged in execution tender. In case the contract period of the main execution contract is extended, the time limit for this consultancy will subsequently be increased. Fees shall be firm and fixed for the entire contract period as well as the extended period of completion of the work.

BMC shall make the payment of fees as per the schedule given below:

Schedule of Payment: The contract charges shall be as per following schedule:

SCHEDULE “A

Total Fees payable for Total station survey and Sub Soil Investigation

Sr. No.	Item	Total fee	Schedule of fee
1	Total Station / Survey / UAS / LiDaR	Payment will be made as per relevant items of Unified Schedule of Rates applicable at the time of execution. If the Schedule of Rates is not updated then the rates shall be updated as per the approved price variation formula of BMC	On submission of Total station survey report
2	Sub-soil investigation	Payment will be made as per relevant items of Unified Schedule of Rates applicable at the time of execution.	On submission of Sub-soil investigation report and core samples.

SCHEDULE “B”

Consultancy fees payable to the consultant for the design prepared by him as per cost of work (cost of work means office estimate at the time of tendering)

Sr. No.	Cost of Work	Consultancy charges
1	Up to Rs.1 Crore	3.5% of Total Cost, i.e., Rs. 3.5 Lacs
2	Between Rs.1 Cr. To Rs.5 Cr.	Rs. 3.5 Lacs + 2.75% cost in excess of Rs. 1 Cr.
3	Between Rs.5 Cr. To Rs.10 Cr.	Rs. 14.50 Lacs + 2.25% cost in excess of Rs. 5 Cr.
4	Between Rs.10 Cr. To Rs.50 Cr.	Rs. 25.75 Lacs + 1.5% cost in excess of Rs. 10 Cr.
5	Above Rs.50 Cr.	Rs. 85.75 Lacs + 1% cost in excess of Rs. 50 Cr.

Note:

- a) The Total Consultancy Fees payable to the consultant will be maximum Rupees 3.5 Crore or the Consultancy Fees computed as per Schedule “B” above, whichever is lesser. However, this condition will not be applicable to the consultancy services for projects where the project cost is more than Rs. 500 Crores and the Consultancy Fees will be computed as per **Sr. No. 5, Schedule “B”** above.

- b) Consultancy fees payable to the consultant for Functioning as Project Management Consultant & Technical Auditor for EPC / DBO / BMC Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'BMC' during execution period shall be @ 2% of the cost of work as per schedule below.
- c) For the purpose of computation of the fees payable to the Consultant, the cost of the work shall also include the cost incurred in construction of the project, in case the design & estimate for project was given by the consultants.

Schedule of payment of consultancy fees for entire work, are as follow:

Sr. No.	Work stage	Percentage of total fees
1	On submission of Feasibility Report	2% *
2	On Approval of GAD : On submission of detailed survey with preliminary report about existing land use & utility diversion drawing in connection with project & GAD drawing, Design Philosophy, Subject to approval of GAD by Design Scrutiny Committee or Ch. Eng. (WSP) (3 Hard Copies & 1 Soft Copy)	8% *
3	On submission of Measurement Sheet and Abstract: On receipt of measurement sheet, rate analysis, detail estimate. (3 Hard Copies & 1 Soft Copy) and Tender Document	5% *
4	On approval of Draft Tender	5%
5	At the time of award of contract to the executing agency	5%
6	PMC services during execution of work based on Financial progress of work	60%**
7	On submission of Completion Drawing & Stability certificate	10%
8	5% amount withheld for the total period till the 3 (three) months after the completion of DLP	5%
	Total	100%

Note:

* 1. These Percentage are based on estimated cost, but are subject to finally adjustable with the office estimated cost at the time of tendering. For Sr. No. (1) to (5) above, the payment to consultant will be done on the basis of estimated cost. But, the overall payment will be adjusted on pro rata basis on the basis of cost of actual tender award. Concern Ch.E. decision on estimated cost will be final.

** 2. To be paid on the basis of percentage of financial progress of the execution contractor. The final payment as per sr. no. 6 will be paid after physical completion of the progress in totality. The consultant shall submit invoices with submission of contractor's bill of work supervision to the Municipal Corporation based on the approved payment percentage by consultant. No Claim/ additional fees on account of any price variation/ escalation on whatsoever ground shall be entertained at any stage of works. Fees shall be firm and fixed for entire contract period as well as extended period for the completion of works.

3. Over and above the fees towards the surveys including Geotechnical Survey beyond the estimate shall be paid on basis as the rates approved in the USOR of BMC or fair market rate for specialized surveys / works.

4. BMC may award any work to the Consultant. In case of new work, it shall be from Inception to Project Management. BMC reserves the right to award any existing or ongoing works on the rates accepted in this tender.

5. Studies which cannot be paid in percentage as per the above schedule, BMC shall pay on man-month reimbursement basis on mutual consent to the empanelled agency.

3. Place of Work

The Consultant shall generally work from their own office in Mumbai and may arrange for their own office space at his own cost if they consider it necessary exclusively for this project.

4. Data, Services and Facilities to be provided by BMC

(i). The Consultant would be assisted by the 'BMC' in obtaining relevant information from various authorities and will extend co-operation on the following areas:

- a) Earlier reports, available survey plans, data and information related to the study
- b) Issue of authority/recommendation letters
- c) Land Ownership / Acquisition Details

(ii). BMC will give decisions on the sketches, drawings, reports and recommendations and other matters and proposals submitted by the Consultant for decision, in a reasonable time but not later than 10 days as

not to hamper the performance of the Consultancy service or it shall be deemed to be approved.

Apart from above mentioned the inputs BMC's shall allow to use facilities to consultant's staff available with BMC free of cost including one room office space, electricity, water, and with climate control devices (to facilitate coordination) including available Data. Where possible, the BMC shall provide above facilities for use by consultants during the course of their assignment. The BMC shall provide list of Project Incharge to be assigned to the consultants before the assignment begins. This shall be applicable to the works/ Projects having cost above Rs. 100 Crores and same shall be mentioned in the scope/ tender of the execution agency.

- (iii). Facilitate organizing meetings with various authorities as necessary.
- (iv). Suitable space for meetings.
- (v). Copies of schedule of rates and standard specifications of BMC.
- (vi). The details of existing, ongoing and proposed projects / schemes within and outside the project area.

5. Deliverables by the consultant

The Consultant shall be required to deliver 3 hard cop + soft copy of all reports / designs / drawings / estimates etc.

6. Time Period

This empanelment shall be valid for an initial period of five years from the date of SCR which may be extended for another three years or till the new / additional empanelment is done, whichever is later. If an extension of time is granted, then the payment shall be made on pro rata basis of the approved rates.

**SECTION – VI – TECHNICAL PROPOSALS- STANDARD
FORMS**

Form of Technical Bid Submission

To :

The Chief Engineer

(Water Supply Projects),

Brihanmumbai Municipal Corporation,

1st Floor, Worli Engineering Hub Office,

Worli, Mumbai - 400018

Sir,

I/We have read and examined the following documents relating to work of **“Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.”**

1.

- The e-tender notice
- The said Tender
- Instructions to e-tenderers
- Instructions to Bidders
- General Conditions of contract (GCC)
- The Terms of References (TOR)
- Tender Forms and Formats
- Pro-Forma of Bank Guarantee
 - B.G. for Mobilization Advance.
 - B.G. for Performance security.
- Form FIN-1.
- Drawings, if any
- Pre bid Minutes
- Addendum, Corrigendum, if any.

I/We(full name in capital letters starting with surname), the proprietor/managing partner/Managing

Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of **“Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.”** referred to in the Terms of Reference and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

2. I/We hereby tender for **“Empanelment of Agency for providing Consultancy Services for Projects in Sector related to Water like Water Supply, Waste Water, Storm Water Management, River Rejuvenation etc.”** referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs./- (in words Rupees Only) I/We have paid the said amount of E.M.D. Online as specified in instruction to Bidder.
3. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We _____ agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
4. I/We also agree to keep this tender open for acceptance for a period of 120 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
 - i. I/We fail to keep the tender open as aforesaid.

- ii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - iii. I/We do not commence the work on or before the date specified in the work order.
 - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/We _____ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
8. I/We agree to undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.
9. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

Full name and address with

Telephone nos. if any

Yours faithfully,

Signature of authorized signatory

Full names and private residential addresses with telephone nos. of all the partners constituting this firm:

FormTECH-1: Information regarding status of Bidder

Name of the Bidder:

Place and country of incorporation:

Address for correspondence:

Contact Person:

Telephone Number/ Mobile Number:

Email address:

Company Registration particulars: (CIN):

Director DIN number:

(1) (a) If it is a proprietary concern -----

(b) If so, name of the owner -----

(2) If it is a partnership concern, please furnish name of each partner and copy of registration certificate

(3) In case of company, please furnish the documentary proof to show that the company is registered

Signature of authorized signatory

Form TECH-2:

Annual Turnover Form

Sr. No.	Financial Year	Annual Turnover
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	

Signature of authorized signatory

Note: The bidder shall upload copies of financial documents (Audited balance sheets) for last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). The Bidding firm shall upload Provisional Balance Sheets in case financial documents of financial year 2021-22 are not audited till the time of submission of bids. In case the work is awarded to the Bidder the Bidder shall submit the final audited Balance Sheets before signing of the agreement.

Form TECH-2A:

Bidder's Organization and Experience

Provide here a brief (two pages) description of the organization and general experience of the Bidder and, if applicable, for this assignment with supporting documentation.] Submit organogram of the firm.

Signature of authorized signatory

Form TECH-2B

Firm's Relevant Experience References

Consultancy Firm's Reference Relevant Experiences/Assignments that Best Illustrate Qualifications (supported with documentary evidence).

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name	
Country	
Location within Country	
Professional staff provided by your Firm/entity(profiles)	
Name of Client (Client Certificates to be submitted)	
Name and address of the contact person with e-mail and phone number.	
Duration of assignment	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (in INR)	
Name of Associated Bidders, if any:	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved & functions performed	
Narrative Description of Project:	
Firm's Name: _____	
Signature and seal of the Bidder	

Form TECH-3

Team Composition and Task Assignments

Sr. No.	Position	Name of the person proposed	Qualification	Years of Experience
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of authorized signatory

Form TECH-4: (Deleted)

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology:**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here

b) **Work Plan:**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8

c) **Organization and Staffing:**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in an association with Sub-bidders.

Form TECH-5:

Curriculum Vitae (CV) for proposed Key Expert

1. General

Position Title and No.	[e.g., Project Manager [Note: Only one candidate shall be nominated to each position.]
Name of Key Expert	[Insert full name]
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education:

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment:

[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references*	Country	Summary of activities performed relevant to the Assignment

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

5. Language Skills:

(Indicate only Language in which you are proficient): _____

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Bidder's Team of Experts:

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Form TECH-6

Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and an Affidavit in this regard shall be submitted]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

No. and title: *[insert Group number and title of works]*

Page *[insert page number]* of *[insert total number]* pages

1. Black Listing or debarment proceedings ongoing or completed by any Govt./ Semi-Govt. works during last three years.				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting or debarment ongoing/completed	No. of years of debarment/blacklisting
2. Pending Litigation				
No pending litigation				
<input type="checkbox"/> Pending litigation as indicated below for last 5 years.				
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, IN INR equivalent)	Cost of Non performing contract in RUPEES
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>	

It is further submitted that neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

Signature of authorized signatory

Form TECH-7: Expert Schedule

No.	Name of Expert / Position	Professional Expert input in man-month (in the form of a bar chart)						Total man-month input
		1	2	3	4	5	6	
	Key Experts							
1								
2								
n								
				Subtotal				
	Non-Key Experts							
1								
2								
n								
				Subtotal				
				Total				

**Signature of authorized signatory of
concern/company**

Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

Form TECH- 8: Work Schedule

No.	Activity ¹	Months ²					
		1	2	3	4	5	6
1							
2							
3							
4							
5							
n							

Signature of authorized signatory

1. Indicate all main activities of the assignment as defined in Terms of Reference covering total contract period.
2. Duration of activities shall be indicated in the form of a bar chart.

SECTION – VII – APPENDICES

APPENDIX – A

CONTRACT AGREEMENT FORM

(This form shall be filled in, signed and submitted on award of contract & to be executed on Rs.500/-Stamp Paper and will attract stamp duty as per Stamp Act.)

Tender/Quotation _____ Dated _____
Jt.M.C.(Engg.)'s sanction/ Standing Committee Resolution No.
_____ Contract for _____

This agreement made this day of _____ between inhabitants of _____ carrying on business at _____ in _____ under the style and name of Messrs. _____ (Hereinafter called "the Consultant") of the one part and Shri. _____ the concerned Dy. Municipal commissioner (DMC) (hereinafter called "the Commissioner" in which expressions are included, unless the inclusion is inconsistent with the, context or meaning thereof, his successor or successors for the time being holding the office of the DMC of the Second Part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows: -

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.

2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- i. The tender notice
- ii. The said Tender
- iii. Instructions to e-tenderers
- iv. Instructions to Bidders
- v. General Conditions of contract (GCC)
- vi. The Terms of References (TOR)
- vii. Tender Forms and Formats
- viii. Pro-Forma of Bank Guarantee
 - B.G. for Performance security.
- ix. Form FIN-1.
- x. Drawings, if any
- xi. Addendum, Corrigendum, if any.

3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of

_____ in conformity in all respects with the provisions of the contract.

4) The Commissioner hereby convenient to pay to the Consultant in consideration of carrying out the work of _____

_____, the Contract Price i.e. Rs. _____ (in words _____) at

times in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (for have hereunto set their respective hands and seals) the day and year above written Signed and delivered by the

Signed and delivered by the
Consultant_____

in the presence of & style of

Trading under the name

Consultant

Full
name_____

Address_____

Signed by Dy. Municipal
Commissioner

in the presence Deputy Municipal Commissioner
of_____

The common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the-----
-----2022 in the presence of two members of the standing committee of the Corporation.

- 1) _____ 1. _____

_____ 2. _____

- 2) _____

and in the presence of the
Municipal
Secretary _____

Municipal
Secretary

Note : The successful Bidders will have to pay for preparing contract documents, legal charges and stationery charges as mentioned in Instructions to Consultants clause 18.

APPENDIX-B

PERFORMANCE BANK GUARANTEE

(To be executed on Rs.500/-Stamp Paper and BG will attract stamp duty as per Stamp Act.)

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE _____ BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at other places in India and having its Head Office at _____

_____and _____ Branch Office at _____ hereinafter referred to as 'the said Bank'.

WHEREAS the Brihanmumbai Municipal Corporation hereafter referred to as BMC has invited tenders for execution of _____ hereinafter referred to as 'the said work'.

AND WHEREAS _____ M/s _____ has /have responded to the said tender and having been declared as the successful tenderer has /have agreed to execute the contract for the said work as per the terms and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful tenderer shall furnish to the BMC a Performance Guarantee of Rs. _____ (Rs. _____) for faithful compliance of the terms and conditions contained in the tender document the work awarded under the tender and the agreement date _____.

WE _____ Bank do hereby undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (Amount of guarantee) as aforesaid without BMC needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between BMC and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

WE _____ do hereby undertake and agree to pay to the Municipal Commissioner, of the BMC the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Rupees _____).

WE _____ Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed the obligation under the tender document and the agreement dated _____ is discharged by M/s _____ to the satisfaction of the Municipal Commissioner of Brihanmumbai Municipal Corporation.

WE _____ Bank further agree and undertake to extend the period of this guarantee from time to time.

WE _____ Bank hereby further agree with the Municipal Commissioner or his successor or successors that the BMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated _____ and the contract entered into with the _____ of the BMC by M/s _____ .

WE _____ Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Municipal Commissioner of BMC in writing.

Date this _____ Day of

WITNESS :

BANK

APPENDIX-C

Format for Undertaking

(On Rs. 500/- Stamp Paper)

I/We _____ (Full name in capital letters, starting with surname), the _____ (Proprietor / Managing Partner / Managing Director / Holder) of the Organization (Business / Manufacturer / Authorized Dealer) for the _____ (Establishment / firm / registered) company, named herein below, do hereby undertake that we have offered the best prices for the subject supply / work as per the present market rates and that we have not offered less prices for the subject supply / work to any other outside agencies including Govt. / semi Govt. agencies and within the BMC also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.

I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever, I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.

Authorized Signatory

Date:

Name and Address of Bidders

Seal of the Contractor

APPENDIX-D

PRE-CONTRACT INTEGRITY PACT

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

- i. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- ii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- iii. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

APPENDIX-E
Declaration Cum Indemnity Bond
(On Rs. 500/- Stamp Paper)

I, _____ of _____, do hereby declared and undertake as under

1. I declare that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as General Manager/ Director/ Partners/ Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates approved by BMC.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non-availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

Signature of Tenderer/Bidder

APPENDIX-F

Irrevocable Undertaking

(On Rs. 500/- Stamp Paper)

I Shri./ Smt. _____ aged, ____ years Indian Inhabitant
Proprietor/Partner/Director of M/s. _____ resident at
_____ do hereby give Irrevocable Undertaking as under:

1. I say & undertake that as specified in section 171 of F, any reduction in rate of tax on supply of Goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/ my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
4. Suggestion for specialized RCC Consultant and co-ordination with the specialized consultant to be appointed by BMC (as required).
5. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment of both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Signature of Tenderer/Bidder

MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the DMC CPD,
Central Purchase Department,
566, N.M.Joshi Marg, Byculla, Mumbai-400 011.

✓ No. DyChE/ CPD/ 2025 / dt. 01/09/2021

CIRULAR

Sub: Formation of Grievance Redressal Committee (GRC)
to address grievances from bidders.
Ref.: MGC/F/4961 dated 09/08/2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders;

Grievance Redressal Committee (GRC)

1. *If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.*
2. *D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.*
3. *The Committee for hearing grievances and passing orders will be constituted as follows:*

(a) The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).

(b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.

For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC(CPD).

In tabular format:

Tender inviting Department	Work belonging Department
<i>DMC(CPD) or DMC /Director / Jt.M.C. of concerned Department.</i>	<i>Concerned DMC / Director/ Jt.M.C.</i>

4. *In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.*
5. *The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.*
6. *If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.*

Sd/- 27.07.2021
Dy ChE (Civil) CPD

sd/- 27.07.2021
D.M.C. (C.P.D.)

Sd/- 30.07.2021
A.M.C. (WS)

sd/- 06.08.2021
Hon,ble M. C.

The above circular approved by Hon,ble MC is submitted for necessary action please.


Dy ChE (CPD) Civil

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MCGM/F/6568 dtd. 25-9-2018

CIRCULAR

Sub : Setting up the parameters of litigation history of the bidders.

As approved by Hon'ble M.C., the clause of litigation history be included as part of SBD as below :-

- 1) The bidder shall disclose the litigation history in Packet 'B' under the head "Details of Litigation History".

If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is Litigation History -

Litigation History must cover - Any action of blacklisting, debaring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debaring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

- 2) The litigation history shall be treated as curable defect and hence, the portion/clause of SBD, (C) Bid Capacity at Pg. 15 & in the chapter of 'Instructions to Applicants' at Pg. 31 of the SBD will be now corrected by deleting the word litigation history and shall be read as below.

C) Bid Capacity :

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = $(A \times N \times 2 - B)$

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year). For every intervening monsoon, 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation-history, or financial failures etc."

All the concerned are directed to implement the above directions with immediate effect.

o/c

Director (E.S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / J. E. / Ch.Eng. (WSP) / Ch.Eng.(S.P.) / Ch.Eng.(S.O.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(V.I.) / Ch.Eng. (R&E) / Ch.Eng.(D.L.) / Ch.Eng.(SWD) / Ch.Eng. (Canal Road) / Ch.Eng.(SWD) / Ch.Eng.(TIRC)/ Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC) / Sup. of Gardens

Asst. Comm. Ward / Asst. Comm.(Markets) / Asst. Comm. (Estate) / Asst. Comm.(Planning) / Asst. Comm.(R.E.) City/W.S./E.S.

No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to : DMIC(MCO) DMIC (Imp.) / DMIC(GA) DMIC(VI) DMIC(SE) / DMIC(EV) DMIC(PHY) DMIC(SW) DMIC (Education) DMIC (RE) DMIC(PHY) DMIC(Z-I) / DMIC(Z-II) / DMIC(Z-III) / DMIC(Z-IV) / DMIC(Z-V) DMIC(Z-VI) DMIC(Z-VII) / C.A. (E) / C.A. (WSSD) / C.A. (C.P.D.) / Law Officer

Forwarded for information please. o/c

Director (E.S. & P.)

No. No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to:

Submitted please. o/c

Director (E.S. & P.)

A.M.C.(City) / A.M.C.(E.S.) / A.M.C.(W.S.) / A.M.C.(P)

Sir/Madam, _____